

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 03-085

Lancaster County invites you to submit a sealed bid for:

**GRAVEL SURFACE COARSE MATERIAL
HAULING TO VARIOUS
LANCASTER COUNTY STOCKPILES
(COUNTY ENGINEER'S PROJECT #2003-33H TO 2003-41H)**

Sealed bids will be received by Lancaster County on or before 12:00 noon Wednesday, March 26, 2003 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read aloud in the Conference Room on the First Floor of the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

COMMISSIONERS

DEB SCHORR * LARRY HUDKINS * RAY STEVENS * BERNIE HEIER * BOB WORKMAN
KERRY EAGAN, Chief Administrative Officer

PROPOSAL FOR WORK

LANCASTER COUNTY, NEBRASKA

GRAVEL HAULING TO STOCKPILES

To Lancaster County, Nebraska:

Pursuant to the invitation to bid and the Instructions to Bidders and according to the specifications attached, the undersigned bidder herewith submits his/her proposal for the following gravel hauling projects and the following prices. The hauling period shall be from **April 7, 2003**, to **July 11, 2003**, and for the hauling days as specified for each project. Work may start earlier with permission of the County Engineer.

NOTE: All tonnages are estimated.

Project 03-33H - Hauling road gravel to **Waverly Maintenance Station Stockpile**

Quantity: Hauling \pm 8,200 tons from:

<u>Pit Location</u>	<u>Unit Price</u>	<u>Total</u>
Western Sand - Ashland	\$ _____	\$ _____
Bluff Gravel-Morse Bluff	\$ _____	\$ _____

Hauling Time: **14 Days**

Project 03-34H - Hauling road gravel to **Raymond Maintenance Station Stockpile**
(TO BE HAULED ON STATE HIGHWAY ONLY)

Quantity: Hauling \pm 4,200 tons from:

<u>Pit Location</u>	<u>Unit Price</u>	<u>Total</u>
Western Sand - Ashland	\$ _____	\$ _____
Bluff Gravel-Morse Bluff	\$ _____	\$ _____

Hauling Time: **10 Days**

Project 03-35H - Hauling road gravel to **Emerald Stockpile (½ mile east of Emerald on the south side of West 'O' St.)**

Quantity: Hauling \pm 3,000 tons from:

<u>Pit Location</u>	<u>Unit Price</u>	<u>Total</u>
Western Sand - Ashland	\$ _____	\$ _____
Bluff Gravel-Morse Bluff	\$ _____	\$ _____

Hauling Time: **7 Days**

Project 03-36H - Hauling road gravel to SW 12th St. and W. Saltillo Road Stockpile

Quantity: Hauling \pm 2,700 tons from:

<u>Pit Location</u>	<u>Unit Price</u>	<u>Total</u>
Western Sand - Ashland	\$ _____	\$ _____
Bluff Gravel-Morse Bluff	\$ _____	\$ _____

Hauling Time: **6 Days**

Project 03-37H - Hauling road gravel to Roca Maintenance Station Stockpile

Quantity: Hauling \pm 6,500 tons from:

<u>Pit Location</u>	<u>Unit Price</u>	<u>Total</u>
Western Sand - Ashland	\$ _____	\$ _____
Bluff Gravel-Morse Bluff	\$ _____	\$ _____

Hauling Time: **14 Days**

Project 03-38H - Hauling road gravel to S. 68th St. between Olive Creek Road and Princeton Road Stockpile

Quantity: Hauling \pm 3,900 tons from:

<u>Pit Location</u>	<u>Unit Price</u>	<u>Total</u>
Western Sand - Ashland	\$ _____	\$ _____
Bluff Gravel-Morse Bluff	\$ _____	\$ _____

Hauling Time: **9 Days**

Project 03-39H - Hauling road gravel to Walton Maintenance Station Stockpile-S. 134th & "A"

Quantity: Hauling ± 2,500 tons from:

<u>Pit Location</u>	<u>Unit Price</u>	<u>Total</u>
Western Sand - Ashland	\$ _____	\$ _____
Bluff Gravel-Morse Bluff	\$ _____	\$ _____

Hauling Time: 5 Days

Project 03-40H - Hauling road gravel to Davey Maintenance Station Stockpile

Quantity: Hauling ± 2,000 tons from:

<u>Pit Location</u>	<u>Unit Price</u>	<u>Total</u>
Western Sand - Ashland	\$ _____	\$ _____
Bluff Gravel-Morse Bluff	\$ _____	\$ _____

Hauling Time: 5 Days

Project 03-41H - Hauling road gravel to SW 98th & Saltillo Stockpile

Quantity: Hauling ± 5,000 tons from:

<u>Pit Location</u>	<u>Unit Price</u>	<u>Total</u>
Western Sand - Ashland	\$ _____	\$ _____
Bluff Gravel-Morse Bluff	\$ _____	\$ _____

Hauling Time: 12 Days

I/We agree to comply with the hauling time specified herein if awarded the contract for the project(s) defined in this proposal.

Dated this _____ day of _____, 2003.

Signed: _____
Firm Name

By: _____

Address: _____

(Zip)

XX NO

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-085

BY (SIGNATURE)

(PRINT NAME)

(TITLE)

(DATE)

ESTIMATED DELIVERY DAYS

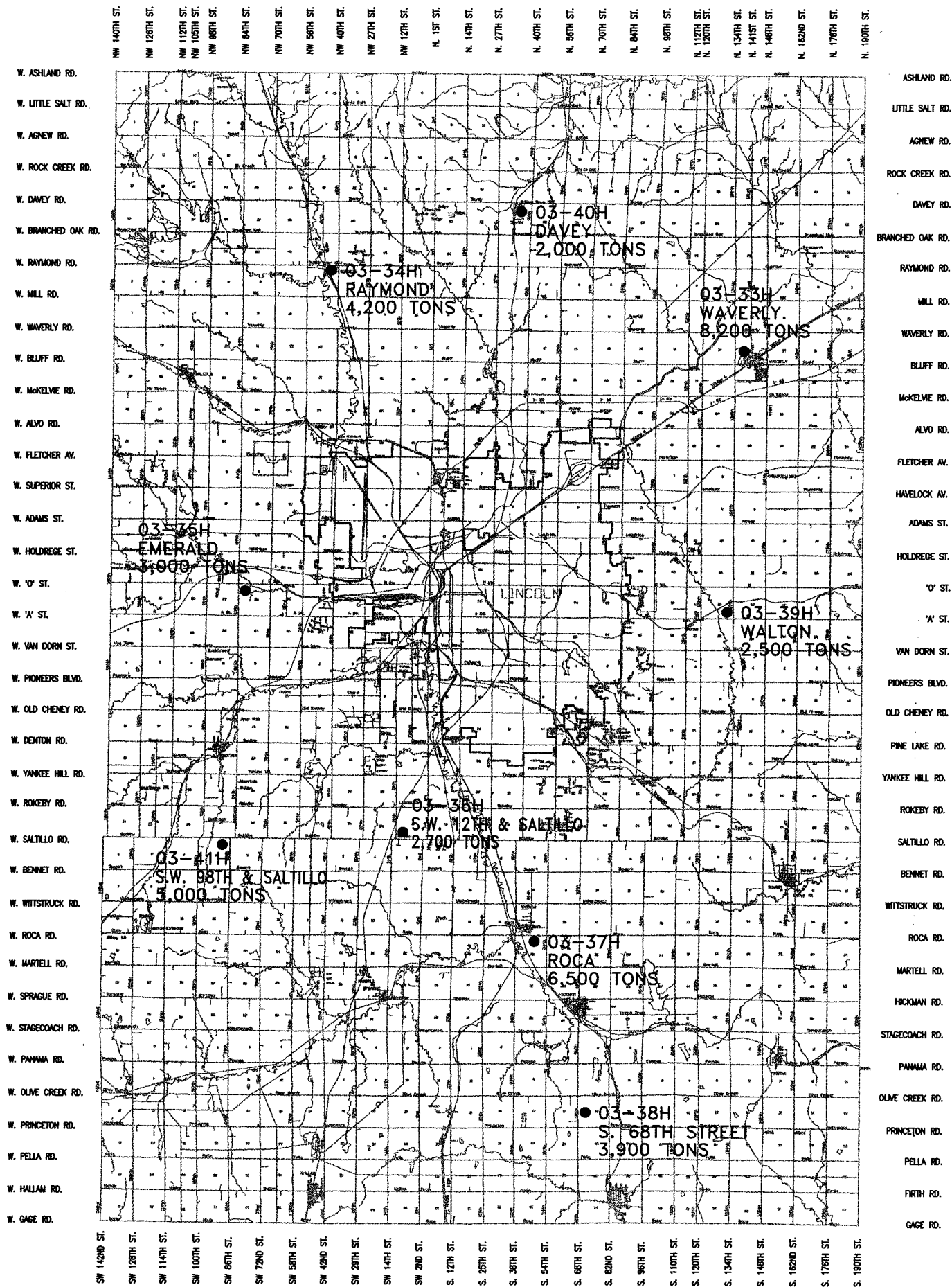
TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the Purchasing Agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at:
<http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

GRAVEL HAULING TO STOCKPILES

LANCASTER COUNTY

NEBRASKA



**SPECIFICATIONS FOR HAULING GRAVEL SURFACE COARSE MATERIAL TO
LANCASTER COUNTY STOCKPILES PROJECT NOS. 03-33H thru 03-41H**

INSURANCE: All bidders shall take special note of the attached insurance sheet titled "Insurance Clause to be used for all County contracts".

REFERENCES: Any hauler who has not performed any hauling contracts under the current company name for Lancaster County in the past three (3) years must supply, with the bid documents, not less than three (3) references of satisfactory hauling work done for others within the last twelve (12) months, in order for the bid to be considered.

PIT LOCATIONS: Bidder shall bid from the most favorable pit location for the project.

QUANTITIES: The County further reserves the right to award quantities \pm 20% from bid quantities for financial purposes.

WEIGH/DELIVERY TICKETS: It shall be the responsibility of each hauler to provide authorized County personnel, at the haul delivery site, weigh tickets from the material suppliers. **Weigh tickets shall be produced from a scale registered with the Department of Agriculture and certified for commercial use.** Each ticket will be verified by County personnel, with the material supplier, within twenty-four (24) hours. If the delivery ticket is not a copy of the original, the corrected copy should be made available to County personnel within 48 hours. Delivery tickets need to be kept in consecutive order - allowances will be made for other customer loads loaded between county loads. Only "authorized" personnel are allowed to weigh and make out delivery tickets.

LEGAL LOAD LIMITS: It shall be the responsibility of each hauler to provide Lancaster County with a list of legal load limits on all trucks to be used in fulfilling the hauling contract. Any ticket which shows a GVW in excess of the vehicle's legal limit, will be cause for rejection and will not be accepted.

BID BOND: None required.

PERFORMANCE BOND: **None required.** However, in lieu of a performance bond, the County will withhold a five percent (5%) retainer on all partial payments. The issuance of partial payments will be at the County's discretion depending on the size and length of the project. Partial payments will be issued on a weekly basis only. On a project that is completed in full, with no partial payment required, the five percent (5%) retainer will be waived.

TRUCKS NOT ALLOWED: No belly-dump trucks will be allowed on any stockpile contracts, but are acceptable for spreading on the road.

HAULING OF MATERIAL: Because County equipment and personnel are tied up when material is being hauled, the Hauler will make every effort to haul his material on a consistent basis. Sporadic or intermittent hauling may be cause to deny a hauling company future bidding privileges with the County. May also cause forfeiture of present bond.

WORK DAYS: You have two deadlines, you are given a time frame in which to schedule the work and a given number of days in which the work must be completed. Your work days will begin counting on the first day you begin your hauling contract and will be consecutive with the exception of bad weather days or outside influences that are out of your control.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

PURCHASE ORDER ISSUING: Purchase orders and payment vouchers will be issued under the same firm name as the name appearing on the proposal documents.

HAULER/PRODUCER: **In the case where the producer is also the hauler, there will be a separate invoice issued for payment of the production and a separate invoice issued for payment of the haul.**

READ INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY ROAD/BRIDGE PROJECTS

LANCASTER COUNTY, NEBRASKA

SECTION 1 - GENERAL NOTICE

Sealed proposals for GRAVEL SURFACE COARSE MATERIAL HAULING TO VARIOUS LANCASTER COUNTY STOCKPILES (PROJECT Nos. 03-33H - 03-41H) will be received by the Purchasing Agent of Lancaster County, Nebraska, at the office of the City Clerk, up to the hour of 12:00 noon, local time, on **March 26, 2003**, at which time and place they will be publicly opened and read aloud. Bidders are invited to be present.

SECTION 2 - BID DOCUMENTS

Copies of the Proposal, Specifications (Standard Specifications, Special Provisions, General Requirements, etc.), Plans (if required) and other document forms may be obtained at the office of the County Engineer. Bidders are required to examine the same and satisfy themselves that all requirements are fully understood. They should also personally inspect the location of the project upon which they are bidding.

SECTION 3 - BIDDER'S REPRESENTATION

Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents and the bid has been made in accordance therewith.

Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

SECTION 4 - BIDDING PROCEDURE

Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the bid document.

Bid prices shall be submitted on the Proposal Form Included in the bid document.

Each bid must be legibly printed in ink or by typewriter, include the full name, business address and telephone number of the bidder and be signed in ink by the bidder.

A bid by a firm or organization other than a corporation must include the name and address of each member.

A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.

Any person signing a bid for a firm, corporation or other organization must show evidence of his authority so to bind such firm, corporation or organization.

No bidder shall submit more than one proposal nor submit two or more proposals under different names.

Each proposal shall be enclosed in a sealed envelope showing the name and address of the bidder and the name of the project for which the proposal is being submitted. All proposals must be delivered to the City of Lincoln, Purchasing Agent, County-City Building, 555 So. 10th Street, Lincoln, NE 68508, on or before the time and date prescribed above.

Bids received after the time and date established for receiving bids will be rejected.

SECTION 5 - BIDDER'S SECURITY

Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated in the proposal form.

If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

Each bid security will be returned to the unsuccessful bidder(s) when the award of bid is made.

Bid security will be returned to the successful bidder(s) as follows:

1. For single order bids with specified quantities: upon the delivery of all equipment or merchandise and upon final acceptance by the County.
2. For all other contracts: upon approval by County of the executed contract and bonds.

County shall have the right to retain the bid security of bidders to whom an award is being considered until either:

1. A contract has been executed and bonds have been furnished.
2. The specified time has elapsed so that the bids may be withdrawn.
3. All bids have been rejected.

Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

1. If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
2. If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

SECTION 6 - QUALIFICATION OF BIDDERS

The bidder shall either be currently qualified with the Nebraska State Department of Roads for the group or groups of work to be bid on this contract or the bidder shall provide proof of responsibility to the satisfaction of Lancaster County. Generally, proof of responsibility shall consist of providing a brief resume of work successfully completed by the bidder that is similar to the type of work being bid. Additional information may be required by the County in order to determine a prospective bidder's qualifications.

All bidders shall complete the Contractor Work Resume forms provided herein and file it with their bid. The resume shall include projects which are similar to the type of work being bid for which the bidder had direct control over and was charged with full responsibility of the outcome.

SECTION 7 - EQUAL OPPORTUNITY

Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age or marital status.

SECTION 8 - CLARIFICATION OF SPECIFICATION DOCUMENTS

Bidders shall promptly notify the County Engineer of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the County Engineer at least seven (7) calendar days prior to the date and time for receipt of bids.

Interpretations, corrections and changes made to the Specification Documents will be made by written addenda.

Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

SECTION 9 - ADDENDA

Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.

Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.

Copies of addenda will be made available for inspection at the office of the County Engineer.

No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid or an addendum which includes postponement of the bid.

Bidders shall ascertain prior to submitting their bid that they have received all addenda issued and they shall acknowledge receipt of addenda on the proposal form.

SECTION 10 - DELIVERY

All bids shall be based on the delivery schedule specified on the proposal. Time required for delivery of labor, materials, services, etc. as specified in the proposal is hereby made an essential element of the bid.

SECTION 11 - BID EVALUATION AND AWARD

The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance, by the County, of purchase orders, contract award notifications or other contract documents appropriate to the work.

No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids and each bidder so agrees in submitting the bid.

In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

An escalator clause or any qualification of price conditions which makes it possible to bill at a price higher than the price quoted will disqualify the bid, unless such maximum billing price or percentage of increase is definitely shown in the proposal, in which case such higher price will be used for comparison of bids.

Should an error be discovered in the estimated quantities during the advertisement period, every effort will be made to issue an addendum correcting the discrepancy. However, if in the opinion of the County Engineer, an addendum cannot be issued prior to the filing of the proposals, the County reserves the right to evaluate the proposals based on the known quantities at the time the proposals are opened.

The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County.

The County reserves the right to accept or reject any or all bids, or parts of bids; to request rebids and to waive irregularities and technicalities in bids, such as shall best serve the requirements and interests of the County.

SECTION 12 - CONTRACT AND BOND

Within fourteen (14) calendar days after the acceptance of the bid, the successful bidder must execute a written contract between the bidder and the County; such contract will incorporate the County's contract documents and be on forms provided by the County. Failure to enter into such a contract with the County within such time period will cause a forfeiture of the bidder's bid security to the County as fully liquidated damages. Also within such time period, the successful bidder must furnish, on forms provided by the County, a performance and labor and material payment bond, in the sum of one hundred percent (100%) of the contract price, executed by the bidder and by a corporate surety company authorized to transact business in the

State of Nebraska. Such bond shall be conditioned upon the faithful performance of all the terms and conditions of the contract documents, including the holding harmless of the County from failure to do so, and including the making good of any and all guarantees which the contract documents may require; and, such bond shall be further conditioned upon the payment of all laborers and material men who provide labor, materials, etc. actually used or rented in the performance of the contract, including insurance premiums and interest.

SECTION 13 - INSURANCE

All bidders shall take special note of the Contractor's Comprehensive General Liability and Workmen's Compensation and Employer Liability insurance requirements of the contract documents. The contractor will also be required to provide Builder's Risk Insurance if the project involves the construction of a building or alterations to existing buildings.

The successful bidder must provide proof of insurance in accordance with the contract documents within fourteen (14) calendar days after acceptance of the bid.

SECTION 14 - INDEMNIFICATION

The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation listed above shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

SECTION 15 - LAWS

The Laws of the State of Nebraska shall govern the rights, obligations and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SECTION 16 - INDEPENDENT CONTRACTOR

It is the express intent of the parties that this Contract shall not create an employer-employee relationship, and the Contractor, or any employee or other person acting on behalf of Contractor in the performance of this Contract, shall be deemed to be independent contractor(s) during the entire term of this Contract or any renewals thereof. Contractor shall be responsible for all compensation and benefits payable to Contractor's employee(s) under this Contract and Contractor's employees shall not be entitled to any compensation from County or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.